



TERMS OF USE – DRAFTKINGS CAREERS WEBSITE

EFFECTIVE: JULY 1, 2021

Welcome to the DraftKings Careers website located at <https://careers.draftkings.com/> (“Careers Website”). DraftKings Inc. (collectively with its affiliates, “DraftKings,” “DK,” “we,” “us,” or “our”) provides the Careers Website to job seekers, applicants, and other individuals accessing the Careers Website (“you” or “user(s)”) subject to the following Terms of Use (“Careers Terms of Use”) and the DraftKings Careers website privacy policy located at <https://careers.draftkings.com/media/3dijulfn/dk-careers-website-privacy-notice.pdf> (“Careers Privacy Policy”)

The Careers Terms of Use exclusively govern your access to and use of the Careers Website, including any functionality, services, and Materials (as defined below) offered on or through the Careers Website. The Careers Terms of Use do not govern your access to and/or use of www.draftkings.com, <https://sportsbook.draftkings.com/>, <https://casino.draftkings.com/>, <https://dknation.draftkings.com/>, any DraftKings mobile applications, any content, contests or promotions thereon, or any subpages or lower level pages of www.draftkings.com, <https://sportsbook.draftkings.com/>, <https://casino.draftkings.com/>, <https://dknation.draftkings.com/>, and any DraftKings mobile applications, other than the Careers Website (the “Main DraftKings Website(s)”). Your access to and use of the Main DraftKings Websites are exclusively governed by the terms of use and any additional terms and conditions of such Main DraftKings Websites.

ACCEPTANCE OF THE TERMS

Please read the Careers Terms of Use carefully before you start to use the Careers Website.

By using the Careers Website or by clicking to accept the Careers Terms of Use when this option is made available to you, you (a) affirm that you are of legal age to enter into these Careers Terms of Use and access the Careers Website; (b) acknowledge that you have read, understood, and accept and agree to be bound by these Careers Terms of Use; (c) accept and agree to be bound by the Careers Privacy Policy and you agree to any additional terms, rules, policies and agreements incorporated by reference into these Careers Terms of Use.

If you do not agree to these Careers Terms of Use, the Careers Privacy Policy, or any additional terms incorporated herein, you must not access or use the Careers Website. These Careers Terms of Use constitute a legal agreement between you and DraftKings, and shall apply to your use of the Careers Website and Materials even after termination. Your continued use of the Careers Website after any changes to the Careers Terms of Use constitutes your acceptance of the Careers Terms of Use as modified. Your continued use of the Careers Website constitutes your acceptance and acknowledgement that the Careers Terms of Use only govern your access to and use of the Careers Website and that you may be subject to and bound by different terms and conditions through your use of and access to the Main DraftKings Websites.

All information we collect on the Careers Website is subject to our Careers Privacy Policy. By using the Careers Website, you consent to all actions taken by us with respect to your information in compliance with the Careers Privacy Policy.

ELIGIBILITY

You must be at least eighteen (18) years of age to access the Careers Website. In jurisdictions, territories, and locations where the minimum age for permissible use of the Careers Website is greater than eighteen (18) years old, you must meet the age requirement in your local jurisdiction or territory.

CHANGES TO THE TERMS

PLEASE CHECK THESE CAREERS TERMS OF USE FREQUENTLY. DraftKings may modify these Careers Terms of Use at any time by posting the modified terms on the Careers Website, which will qualify as adequate and complete notice to you. We may update the Materials on this Careers Website from time to time, but such Materials are not necessarily complete or up-to-date, and we are under no obligation to update such Materials.

ACCESSING THE CAREERS WEBSITE AND ACCOUNT SECURITY

We reserve the right to withdraw or amend this Careers Website, and any Materials we provide on the Careers Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Careers Website is unavailable for any period. From time to time, we may restrict access to some parts of the Careers Website, or the entire Careers Website to users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Careers Website.
- Ensuring that all persons who access the Careers Website through your internet connection are aware of these Careers Terms of Use and comply with them.

You may be asked to provide certain details or information in connection with your access to and use of the Careers Website. It is a condition of your use of the Careers Website that all the information you provide on the Careers Website is correct, current, and complete. You agree that all information you provide to or on the Careers Website or otherwise, including, but not limited to, through the use of any interactive features on the Careers Website, is governed by our Careers Privacy Policy and these Careers Terms of Use. You consent to all actions we take with your information consistent with our Careers Privacy Policy.

INTELLECTUAL PROPERTY RIGHTS

The Careers Website and its entire contents, including all content, features, and functionality, including but not limited to all information, software, text, displays, text, graphics, buttons, images, video, audio, digital downloads, data compilations, software, and the design, selection, and arrangement thereof (collectively, the “**Materials**”), are owned by or licensed to DraftKings, and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights, laws, and treaties.

These Careers Terms of Use permit you to use the Careers Website solely for informational purposes or to search for employment opportunities and review other job-related content, including by utilizing links to third-party websites, through the Careers Website’s search results or otherwise through the Careers Website. You must not reproduce, distribute, modify, create

derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the Materials, except as follows:

- Your computer may temporarily store copies of Materials in memory incidental to your accessing and viewing the Materials.
- If we provide social media or interactive features with certain Materials, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any Materials.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of Materials.

If you wish to make any use of Materials other than those certain permitted uses set out in this Section, please address your request to: talent@draftkings.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Careers Website in breach of the Careers Terms of Use, your right to use the Careers Website will stop immediately and you must, at DraftKings' sole option, return or destroy any copies of the Materials you have made. No right, title, or interest in or to the Careers Website or any Materials on the Careers Website is transferred to you, and all rights not expressly granted are reserved by DraftKings. Any use of the Careers Website not expressly permitted by these Careers Terms of Use is a breach of these Careers Terms of Use and may violate copyright, trademark, and other laws.

PROHIBITED USES

You may use the Careers Website only for lawful purposes and in accordance with these Careers Terms of Use. You agree not to use the Careers Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any Material that does not comply with the terms and conditions set out in these Careers Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate DraftKings, a DraftKings employee, another user, or any other person or entity (including, without limitation, by using email addresses or usernames associated with any of the foregoing), or misrepresent your identity or affiliation with any person or organization through the Careers Website.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Careers Website, or which, as determined by us, in our sole discretion, may harm DraftKings or users of the Careers Website, or expose them to liability.

Additionally, you agree not to:

- Use the Careers Website in any manner that could disable, overburden, damage, or impair the Careers Website or interfere with any other party's use of the Careers Website, including their ability to engage in real time activities through the Careers Website.
- Use any robot, spider, or other automatic device, process, or means to access the Careers Website for any purpose, including monitoring or copying any of the Materials.
- Use any manual process to monitor or copy any of the Materials on the Careers Website, or for any other purpose not expressly authorized in these Careers Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Careers Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Careers Website, the server on which the Careers Website is stored, or any server, computer, or database connected to the Careers Website.
- Attack the Careers Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Careers Website.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act through the Careers Website.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person through the Careers Website.

MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Disclose your identity or other information about you to any third-party who claims that material posted by you violates their rights, including their intellectual property, privacy, or publicity rights.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Careers Website.
- Terminate or suspend your access to all or part of the Careers Website for any or no reason, including without limitation, any violation of these Careers Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any content on or through the Careers Website. YOU WAIVE AND HOLD HARMLESS DRAFTKINGS AND ITS S PARENTS, SUBSIDIARIES, LICENSORS, SERVICE PROVIDERS, OR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

We cannot review all material and information before any posting on or submissions through the Careers Website, and cannot ensure prompt removal of objectionable material or information

after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third-party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section.

RELIANCE ON INFORMATION POSTED; LINKS TO THIRD-PARTY WEBSITES

The Materials presented on or through the Careers Website are made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of these Materials. Any reliance you place on such Materials are strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such Materials by you or any other visitor to the Careers Website, or by anyone who may be informed of any of its contents.

This Careers Website may include content, materials, websites, forms, portals or services, or links thereto, provided by third-parties (including but not limited to Lever.com and Workday.com), third-party licensors, and third-party content contributors (collectively, “**Third-Party Materials**”). All statements and/or opinions expressed in these Third-Party Materials, and all articles and responses to Third-Party Materials, other than the Materials provided by DraftKings, are solely the opinions and the responsibility of the person or entity providing those Third-Party Materials. These Third-Party Materials do not necessarily reflect the opinion of DraftKings. We are not responsible or liable to you, or any third-party, for the content or accuracy of any Third-Party Materials.

We may stop offering any such Third-Party Materials at any time. If you choose to use such Third-Party Materials, you enter into an agreement with such third-party alone at your own risk. When entering into an agreement with such parties, you are giving them your data directly and your rights and their obligations are determined by those third-parties’ respective privacy policies and terms of service.

For example, DraftKings may provide you with access to a link on the Careers Website to a third-party job application service offered and performed by such third-party. If you choose to use this link and these services, you are contracting directly with such third-party, and DraftKings is not a party to that contract. You agree to fully indemnify and defend DraftKings for any claims arising out of your use of a third-party’s services.

DRAFTKINGS DOES NOT GUARANTEE THE AVAILABILITY, ACCEPTANCE, OR RESPONSE FOR ANY JOB APPLICATION SUBMISSIONS PROVIDED AND MANAGED BY ANY THIRD-PARTY. YOU UNDERSTAND AND AGREE THAT THERE IS NO PROTECTION FOR ANY INFORMATION YOU SHARE OR DATA THAT YOU TRANSMIT WHILE SUBMITTING APPLICATIONS VIA SUCH THIRD-PARTY MATERIALS OR SUCH THIRD-PARTY’S SERVICES, INCLUDING, BUT NOT LIMITED TO, AUDIO/VISUAL CONTENT, INTERVIEW QUESTIONS AND ANSWERS, OR YOUR IMAGE OR LIKENESS. DRAFTKINGS IS NOT RESPONSIBLE FOR SECURING OR PROTECTING ANY DATA OR INFORMATION YOU SHARE OR TRANSMIT DURING YOUR USE OF SUCH THIRD-PARTY MATERIALS OR THIRD-PARTY’S SERVICES. DRAFTKINGS ASSUMES NO LIABILITY FOR THE MISUSE OF ANY DATA YOU SHARE OR TRANSMIT THROUGH USE OF ANY THIRD-PARTY MATERIALS, WEBSITE OR SERVICES.

LINKING TO THE CAREERS WEBSITE AND SOCIAL MEDIA FEATURES

You may link to our Careers Website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a

way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

This Careers Website may provide certain social media features, which may be updated from time to time. You may use these features solely as they are provided by us, and solely with respect to the content they are displayed with, and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Careers Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Careers Website other than the homepage.
- Otherwise take any action with respect to the Materials on this Careers Website that is inconsistent with any other provision of these Careers Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

DISCLAIMER OF WARRANTIES

The Materials may contain technical inaccuracies, typographical errors or other mistakes. DraftKings may make corrections or other changes to these Materials at any time. DraftKings reserves the right to make corrections, modifications, enhancements, improvements and other changes to its Careers Website and Materials at any time or to discontinue providing any Materials or services without notice. You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Careers Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our Careers Website for any reconstruction of any lost data.

THE MATERIALS ON THE CAREERS WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. DRAFTKINGS MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY OF THESE MATERIALS FOR ANY PURPOSE AND EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE CAREERS WEBSITE AND MATERIALS, INCLUDING BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHT. DRAFTKINGS MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY, RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, COMPLETENESS OF OR THE RESULTS OF THE USE OF THE CAREERS WEBSITE OR THE MATERIALS.

LIMITATION ON LIABILITY

YOU UNDERSTAND AND AGREE THAT THE DRAFTKINGS ENTITIES AND INDIVIDUALS (AS DEFINED BELOW) LIMIT THEIR LIABILITY IN CONNECTION WITH YOUR USE OF THE CAREERS WEBSITE AS SET FORTH BELOW: UNDER NO CIRCUMSTANCES SHALL DRAFTKINGS, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR THE DIRECTORS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF EACH OF THEM

(COLLECTIVELY, THE "**DRAFTKINGS ENTITIES AND INDIVIDUALS**"), BE LIABLE TO YOU FOR ANY LOSS OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, EXEMPLARY, ECONOMIC, PUNITIVE, OR CONSEQUENTIAL DAMAGES) THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (1) THE CAREERS WEBSITE, MATERIALS, THIRD-PARTY MATERIALS OR LINKS TO SUCH THIRD-PARTY MATERIALS, OR YOUR USER ACTIVITY; (2) THE USE OF, INABILITY TO USE, OR PERFORMANCE OF THE CAREERS WEBSITE; (3) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY DRAFTKINGS ENTITIES AND INDIVIDUALS OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR USE OF THE CAREERS WEBSITE; (4) ANY ACTION TAKEN IN CONNECTION WITH COPYRIGHT OWNERS; OR (5) ANY ERRORS OR OMISSIONS IN THE CAREERS WEBSITE'S TECHNICAL OPERATION, EVEN IF FORESEEABLE OR EVEN IF THE DRAFTKINGS ENTITIES AND INDIVIDUALS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF THE CAREERS WEBSITE). THE DRAFTKINGS ENTITIES AND INDIVIDUALS ARE NOT RESPONSIBLE FOR ANY DAMAGE TO ANY USER'S COMPUTER, HARDWARE, COMPUTER SOFTWARE, OR OTHER EQUIPMENT OR TECHNOLOGY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE DRAFTKINGS ENTITIES AND INDIVIDUALS TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100). IF YOU ARE DISSATISFIED WITH THE CAREERS WEBSITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESSING AND USING THE CAREERS WEBSITE. YOU RECOGNIZE AND CONFIRM THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF DRAFTKINGS ENTITIES AND INDIVIDUALS' ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEBSITE OR OTHER PROPERTY OWNED OR CONTROLLED BY DRAFTKINGS AND/OR ITS PARENTS, SUBSIDIARIES, AND/OR AFFILIATES OR YOUR USER ACTIVITY, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY DRAFTKINGS WEBSITE OR MATERIALS, YOUR USER ACTIVITY OR ANY AND ALL ACTIVITIES OR ACTIONS RELATED THERETO. BY ACCESSING THE CAREERS WEBSITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE SECTION 1542, THAT OTHERWISE MIGHT LIMIT YOUR WAIVER OF SUCH CLAIMS.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless DraftKings, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Careers Terms of Use or your use of the Careers Website.

GOVERNING LAW

These Careers Terms of Use shall be governed exclusively by the internal substantive laws of the Commonwealth of Massachusetts, without respect to its conflict of laws principles.

INFORMAL DISPUTE RESOLUTION; VENUE; JURISDICTION

We believe you will have a positive experience using the Careers Website, and we invite you to contact us about any questions or issues you experience. We want to address any concerns you may have about the Careers Website without needing to engage in a formal legal process. Before filing a lawsuit, you agree to attempt to resolve the dispute informally by emailing us at support@draftkings.com. You and DraftKings agree to work in good faith to settle any dispute, claim, controversy, question, or disagreement directly through consultation and good faith negotiations, which is a prerequisite to either you or DraftKings initiating a lawsuit.

The exclusive jurisdiction and venue for proceedings involving any and all disputes, claims or controversies arising out of or relating to these Careers Terms of Use, the breach thereof, or any use of the Careers Website (including all commercial transactions conducted through the Careers Website) ("**Claims**") shall be the courts with jurisdiction over Suffolk County, Massachusetts (the "**Forum**"), and the parties hereby waive any argument that any such court does not have personal jurisdiction or that the Forum is not appropriate or convenient.

In the event that either party initiates a proceeding involving a Claim under this Section other than in the Forum, the other party shall recover all attorneys' fees and expenses reasonably incurred in enforcing these Careers Terms of Use and the Forum to which the parties have herein agreed.

WAIVER OF JURY TRIAL

YOU AND DRAFTKINGS IRREVOCABLY AND UNCONDITIONALLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT YOU OR DRAFTKINGS MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO (A) THESE CAREERS TERMS OF USE, (B) THE CAREERS WEBSITE OR MATERIALS, OR (C) THE PERFORMANCE OR NON-PERFORMANCE BY YOU OR DRAFTKINGS OF ANY OBLIGATIONS UNDER THESE CAREERS TERMS OF USE, OR (D) ACTUAL OR ALLEGED INFRINGEMENT BY YOU, DRAFTKINGS, OR THE CAREERS WEBSITE OF ANY INTELLECTUAL PROPERTY RIGHTS. YOU CERTIFY AND ACKNOWLEDGE THAT: (1) DRAFTKINGS HAS NOT REPRESENTED, EXPRESSLY OR OTHERWISE, THAT DRAFTKINGS WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (2) YOU HAVE CAREFULLY CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (3) YOU ARE MAKING THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (4) YOU HAVE BEEN INDUCED TO ENTER INTO THIS CAREERS TERMS OF USE BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS IN THIS SECTION.

WAIVER AND SEVERABILITY

If any provision of these Careers Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Careers Terms of Use, which shall remain in full force and effect. No waiver of any term of these Careers Terms of Use shall be deemed a further or continuing waiver of such term or

any other term, and DraftKings' failure to assert any right or provision under these Careers Terms of Use shall not constitute a waiver of such right or provision.

ENTIRE AGREEMENT

The Careers Terms of Use and our Careers Privacy Policy constitute the sole and entire agreement between you and DraftKings regarding the Careers Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Careers Website.

COMMENTS AND CONCERNS

The Careers Website is operated by DraftKings. All feedback, comments, requests for technical support, and other communications relating to the Careers Website should be directed to: support@draftkings.com.